



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No:  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\*There is no fiscal impact associated with this item

**C. Departmental Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

*[Signature]* 11/12/21  
 OFMB 11/15 UM 11/15  
*[Signature]* 11/17/21  
 Contract Development and Control 1-7-21 TD

**B. Legal Sufficiency:**

*[Signature]* 1/12/21  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

**STANDARD LICENSE AGREEMENT  
FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into 11/19/2020, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and the City of Boynton Beach, hereinafter referred to as "Licensee".

**WITNESSETH:**

**WHEREAS**, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, County is the owner of the real property and/or improvements described on the Application; and

**WHEREAS**, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and hereinafter defined.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

**1. Premises**

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Commencement Date**  
This License Agreement shall commence upon execution by both parties (“the Commencement Date”). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, three years from the Commencement Date, or termination in accordance to the terms of this License Agreement.
3. **License Fee**  
No License Fee is assessed for the Application. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.
4. **Termination**  
The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee’s receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.
5. **Waste or Nuisance**  
Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.
6. **Governmental Regulations**  
Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee’s use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee’s indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.
7. **Non-Discrimination**  
The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Licensee warrants and represents that throughout the term of

City of Boynton Beach /License Agreement

the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

**8. Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

**9. Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

**10. Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

**11. Insurance**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Licensee represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Licensee is not self-insured, Licensee shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Licensee purchase excess liability coverage, Licensee agrees to include County as an Additional Insured.

The Licensee agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

City of Boynton Beach /License Agreement

Should Licensee contract with a third-party (Contractor) to perform any service related to the License, Licensee shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Licensee and County as Additional Insureds. Licensee shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Licensee shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Licensee of its liability and obligations under this Agreement.

12. **Utilities**

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

City of Boynton Beach /License Agreement

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business & Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411  
Fax: (561) 233-0206

with a copy to:

Palm Beach County  
Attn: County Attorney  
301 North Olive Avenue  
West Palm Beach, FL 33401  
Fax: (561) 355-6461

(b) If to the Licensee at:

City Manager  
Lori LaVerriere  
P.O. Box 310  
Boynton Beach, Florida 33425

With a copy to:

Craig Richards/City of Boynton Beach  
100 East Ocean Ave  
Boynton Beach, Florida 33435

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

City of Boynton Beach /License Agreement

17. **Severability**  
If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.
18. **WAIVER OF JURY TRIAL**  
THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.
19. **Governing Law and Venue**  
This License Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the License Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.
20. **Recording**  
Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.
21. **Time of Essence**  
Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.
22. **Palm Beach County Office of the Inspector General**  
Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
23. **No Third Party Beneficiary**  
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.
24. **E-Verify – Employment Eligibility**

Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes,



**City of Boynton Beach /License Agreement**

as may be amended, which requires, in part, that no later than January 1, 2021, Licensee shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Licensee's contractors and subcontractors performing any duties and obligations under this License are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

County shall terminate this License if it has a good faith belief that Licensee has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

Remainder of this page left intentionally blank

City of Boynton Beach /License Agreement

IN WITNESS WHEREOF, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESS:

LICENSEE:

By: Craig Richard  
Signature

By: Lori LaVerriere  
Signature

Craig Richards  
Printed Name

Lori LaVerriere  
Printed Name

**PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida**

By: MB Carrie L. Royal Cella  
Deputy Director  
Director, Facilities Development & Operations

**APPROVED AS TO LEGAL  
SUFFICIENCY**

**Michael W.  
Jones**  
By: Jones  
County Attorney

Digitally signed by Michael W. Jones  
DN: DC=org, DC=psgov, OU=Enterprise, OU=CATT,  
OU=Users, CN=Michael W. Jones,  
E=M.Jones@psgov.org  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2020.11.18 16:01:44-0500  
Fast Reserve Version: 10.1.0

**Exhibit "A"**

**APPLICATION FOR LICENSE TO USE**  
**COUNTY-OWNED PROPERTY**

**APPLICATION FOR LICENSE TO USE  
COUNTY-OWNED PROPERTY**

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)  
[PBCFacilityUsePermit@pbccgov.org](mailto:PBCFacilityUsePermit@pbccgov.org)  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603  
ATTN: Director  
Telephone: 561-233-0220 / Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

**1. USER/APPLICANT**

Name of Applicant: Craig Richards  
Name of Organization/Licensee: City of Boynton Beach  
Address: 100 E. Ocean Ave  
City: Boynton Beach State: FL Zip: 33435  
Phone: 561-742-6171 Email: richardsc@bbfl.us  
Name of the Authorized Representative : \_\_\_\_\_  
Type of Entity:  Public Agency  Non-Profit  Other  
(Specify) \_\_\_\_\_

**2. REQUESTED PROPERTY**

Name of Property: Palm Beach County Communications Shelter  
(Please include room or area requested)  
Address: 515 NW 14<sup>th</sup> Avenue  
City: Boynton Beach State: FL Zip: \_\_\_\_\_

**3. NATURE OF USE: (Please check one)**

Training  Educational  Recreational  Meeting  
 Non-profit Event  Other Radio System equipment

Does Use include the sale of Goods and/or Services?  Yes  No

Will User charge an Admission Fee and/or Participation Fee?  Yes  No

Amount to be charged for Admission Fee and/or Participation Fee: \_\_\_\_\_

Detailed description of the nature and purpose of use (attach additional sheets as necessary):  
Use of 2 U of rack space (approximately 6") on vacant County equipment rack #11 in County radio shelter at Boynton Beach radio tower site for fiber to copper ethernet conversion equipment. This will allow replacement of a copper ethernet line between the city radio shelter and the county radio shelter with fiber and eliminate a potential grounding issue.

#### 4. FOOD AND BEVERAGE

Use includes food and/or beverage?  Yes  No

Use includes the sale, use or consumption of alcohol?  Yes  No

Note: A custodial fee may be imposed if the Use involves food and/or beverages.

#### 5. DATE AND TIME OF USE

Date(s) of Use: 24 x 7, 365 days for up to 3 years

Time(s) of Use: \_\_\_\_\_ : \_\_\_\_\_ AM/PM - \_\_\_\_\_ : \_\_\_\_\_ AM/PM

#### 6. EQUIPMENT

Amount of Equipment Requested: \_\_\_\_\_ Tables \_\_\_\_\_ Chairs

All equipment contained or used within the Facility is subject to approval by the Department.

#### 7. ADDITIONAL USERS

Organization(s)/individual(s) participating in use, if other than Applicant (attach additional pages to list more organization(s)/individual(s)):

Name: N/A

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Entity:  Public Agency  Non-Profit  Other (Specify) \_\_\_\_\_

#### 8. VENDORS

List all vendors of the Event: N/A

**9. ADVERTISING**

Will the event be advertised to the Public?  Yes  No

If yes, by what means?:  Radio  TV  Other \_\_\_\_\_

**TO BE PROVIDED BY FDO (After evaluation of the Application):**

**1. FEES AND ADDITIONAL CHARGES**

- License Fees \$ \_\_\_\_\_
- Custodial Fees \$ \_\_\_\_\_
- Service Costs \$ \_\_\_\_\_
- Other Costs \$ \_\_\_\_\_

2. Special Conditions of Use: See attached Exhibit A-1

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

Lori LaVerriere  
Signature of Authorized Representative

Date: 11/16/20

Lori LaVerriere, City Manager  
Printed Name and Title of Authorized Representative

**APPROVED BY:**

MLB [Signature]  
Director, Facilities Development & Operations Department

Date: 11/19/20

**OTHER DEPARTMENTAL REVIEW (if necessary):**

\_\_\_\_\_  
Signature of Director of Department

Date: \_\_\_\_\_

**EXHIBIT "A-1"**  
**Special Conditions of Use**

1. The Premises for purposes of this License Agreement is 2 U of rack space (approximately 6") on existing vacant County equipment rack #11 in the County radio shelter at the Boynton Beach radio tower site. The Premises will contain Licensee's fiber to copper ethernet conversion equipment (Communication Equipment). This will allow replacement of a copper ethernet line between the city radio shelter and the county radio shelter with fiber and eliminate a potential grounding issue.
2. Licensee acknowledges that the licensed use of the Premises is for the placement and operation of the Communication Equipment. Licensee shall not use or allow the use of the County's Equipment Building for any other use, business or purpose other than as specifically permitted in this Agreement.
3. The County shall have the ability to utilize the remainder of the Premises for its equipment and shall be able to install its equipment, if any, in the remaining rack space without notice to Licensee.
4. The use of the County Equipment Building shall be non-exclusive.
5. Licensee shall not at any time construct or install any additional Communication Equipment on the Premises or make any improvements, additions, modifications or alterations to the Premises.
6. Licensee shall have the right to perform routine maintenance and repair of its Communication Equipment with no less than 24 hours notification to the County. The Licensee will not be issued keys to the Equipment Building and the County, based on availability, will escort the Licensee to its Communication Equipment. Licensee shall contact County at 561-233-0830 during normal business hours to set up a mutually convenient time to access the premises. In case of an emergency after normal business hours, Licensee can contact County at 561-712-6428.
7. Routine maintenance and repair of the Communication Equipment shall not disturb, modify, interfere with or alter any existing communication equipment in the County's Equipment Building.
8. Upon the termination or expiration of this License Agreement, Licensee shall have 15 business days to remove its property from the Premises and surrender the Premises to the County in at least the same condition the Premises were in at the start of the period of use by Licensee.
9. If the County discovers that the Licensee's Communication Equipment is malfunctioning or in any way interfering with the County's use of the Equipment Building, the County shall have the right to deactivate the Licensee's Communication Equipment at anytime. The County will advise the Licensee of any deactivation as soon as reasonably possible.